

## **ON COURSE TRAVEL: TERMS AND CONDITIONS**

### ***Application of these Conditions***

These terms and conditions (the "Conditions") form the basis of your contract with **On Course Travel Pty Ltd ACN 670 147 789** of 11 Tepko Road, Terrey Hills NSW ("OCT"). Please read these Conditions carefully before making a booking request as they set out our respective rights and obligations. By making a booking request, attending any tour or otherwise accepting our services, you acknowledge that you have read, understood and agree to accept and abide by these Conditions and the specific requirements of your chosen tour. These Conditions set out the terms on which you contract with us for the arrangement and delivery of travel arrangements for your tour and which we agree to make, provide, or perform (as applicable) as part of our contract with you. All references in these Conditions to "tour", "trip", "holiday", "itinerary", "booking", "contract", "package", "arrangements" or a similar term mean such tour arrangements with us unless otherwise stated. In these Conditions, "you", "your", "customer" or "passenger" means each person named on a booking request (including anyone who is added or substituted at a later date) or any of them as the context requires. In these Conditions, "we", "us", "our" and "OCT" means OCT and the businesses operated by OCT with whom you have made a booking request. We reserve the right to change these Conditions at any time prior to you placing a booking request. The latest version of our Conditions is published on our website at [oncoursetours.com.au](http://oncoursetours.com.au). It is your obligation to review the latest version of our Conditions prior to making a booking request.

### ***Your Details***

You must make your booking under your full name. Any spelling corrections made after a booking is made must be sent in writing. If you do not advise the correct information and we have to reissue tickets or other documentation, then you will be responsible and liable for any fees charged in addition to our own reasonable administration fees. Please check your confirmation invoice carefully as soon as you receive it. Please contact us immediately if any information which appears on the confirmation invoice or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document we send to you within seven days of sending. We will use reasonable endeavours to rectify any mistake notified to us outside this time limit, but you must meet the costs involved in doing so. After we receive your booking request and all appropriate payments in accordance with these Conditions, if the arrangements you wish to book are available, we will issue a booking confirmation. A binding agreement will come into existence between us and you on the terms and conditions of these Conditions when we provide the booking confirmation. We reserve the right to decline any booking or booking request at our discretion.

If you are making a booking request for a group or for any persons other than yourself, the first named person on a booking request confirms that s/he is authorised to request a booking subject to and in accordance with these Conditions by all persons named in the booking request and by the parents or guardians for any party member who is under 18 when the booking request is made. The first-named person is responsible for making all payments due under a booking by all party members, and agrees that each member of the group identified in the booking agrees to accept and abide by all of these Conditions for him/herself as if they made the booking direct.

### ***Pricing***

Prices and services are subject to availability of tours and means of travel. Prices stated are in Australian Dollars and are current at the time of publication. We reserve the right to change the price of bookings and tours at any time at our discretion. Prices for tours will include tour administration costs, operation expenses and GST (where applicable and unless otherwise stated). Prices will include all coach travel, airport transfers (where applicable and if within the area in which we offer this service), costs of other means of travel, some meals, accommodation, admission fees, and may also include airfares in each case subject to and where expressly stated as per the relevant published itinerary in the confirmed booking. Not included in the price are meals not indicated in the itinerary, optional activities, costs incurred during free time or outside of tour hours, personal expenses and alcohol or other drinks. Tour activities and attractions (both included and optional) are subject to availability and/or seasonal factors. Any changes in attraction, accommodation, airfares, travel by other means costs and/or fuel costs advised after we advertise a tour will incur a variation in price to the customer. Any verbal quote given is an indication only of the final price and is subject to confirmation in writing. Costs associated with passports, vaccinations, insurance, meals (other than those stipulated), emergency evacuation costs, gratuities, and all items of a personal nature are not included. For bookings with airfares, airline schedules from different cities vary so travellers from some cities may need to make their own way to another capital city to join the tour or may require pre- or post-tour accommodation, a stopover or have a lengthy transit en route to their destination. Any cost for such accommodation, transportation (including airport transfers) or meals incurred will be at the passengers' own expense.

### ***Itinerary Changes***

Where possible within our control we will use reasonable endeavours to ensure that all tours will proceed as advertised and as booked, however the tour itinerary is a guide only and we reserve the right to alter or change the tour, itinerary, accommodation, service providers and carriers at any time for any reason at our discretion. We also reserve the right to cancel or alter tour itineraries at any time without notice due to unforeseen circumstances. These could include (but is not limited to), road conditions, inclement weather, insufficient numbers, vehicle breakdowns or delays, supplier or carrier non-conformances, operational requirements or non-availability of venues or attractions. You agree that we have the right to pass on any direct costs we incur for alternative arrangements we put in place for your benefit in these circumstances. OCT is not the provider of third party tours, accommodation, meals, attractions and travel by other means, and operates in good faith on the information provided by these third party suppliers. As such, OCT accepts no responsibility or liability for accuracy or information provided by third parties. We will use reasonable endeavours to ensure that all alterations, changes or substitutions to tours will be made with the best interests and intentions of all passengers. Wherever possible, we will advise passengers of these changes. To the extent permitted by law, we will not be responsible or liable for any omissions or modifications to the itinerary or the inclusions due to Force Majeure or other circumstances beyond our control which occur after we have accepted your booking. This includes any loss of enjoyment or distress caused by omissions or modifications or variations to the tour. If you are entitled to any compensation for any modifications or omissions or variations, then you agree it will be reduced by the value of any alternative services we provide and which you accept. We will not be responsible or liable to you for any other expenses or loss you incur resulting from any amendment or change to the itinerary or its inclusions.

### ***Changes by You***

We will use reasonable endeavours to accommodate your requested amendments and additional requests. You acknowledge that these may not be possible to fulfil, and you agree that the transfer of a booking to a different tour may be deemed a cancellation (see terms below). An amendment fee of \$50 per change will be levied to cover communication and administration costs for any changes to bookings. You will also be required to pay any additional costs charged by suppliers. Please note that some tickets (including airline tickets) are subject to third party booking policies and rules. Some bookings and tickets may be non-refundable and non-changeable.

### ***Special Conditions***

OCT encourages bookings and participation by passengers with disabilities or special needs. All special needs requirements are to be declared at the time of booking and OCT would encourage travellers to organise their own traveling companion/carer to assist with these special needs. Extended touring with wheelchairs may not be suitable due to operational limitations; however, we encourage people to enquire so we can identify and possibly assist in supporting these needs. OCT reserves the right to refuse travel, or suspend travel where it is our opinion, that the special needs person is not able to care for themselves during the tour, has become too disruptive to other travellers or has become a hazard to the operation of the vehicle. OCT takes all due care to assist with these travel arrangements, but accepts no responsibility or liability for any reimbursement or refund requests or additional costs where the traveller is precluded from completing the tour.

## ***Dietary Requirements***

Passengers are required to inform OCT of any special dietary requirements at the time of booking. When travelling, passengers should re-confirm these requirements with the driver who will check at each location. Because meals are provided through third parties, all care will be taken to inform them of the special requirements, but OCT accepts no responsibility or liability for compliance with passenger dietary requirements.

## ***Fitness to Travel***

As part of OCT's ongoing commitment to delivering safe and enjoyable travel experiences, we encourage passengers to ensure they are fit enough to undertake the activities and travel outlined in our tour itineraries. If unsure, passengers should enquire with OCT staff at the time of booking. Where a passenger is unsure of their fitness to travel, they should consult a doctor for advice prior to booking travel. Passengers who take regular medication should ensure they carry enough to cover their daily requirements for the duration of the tour. It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the tour of your choice. If you suffer from a medical condition which may reasonably be expected to increase your risk of needing medical attention, or which may affect the normal conduct of the tour, then you must advise us at the time you make your booking request. We reserve the right to cancel your booking if any changed or non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide. We strongly suggest that your travel insurance policy includes comprehensive cancellation coverage.

It is an essential requirement of our tours that each passenger be able to negotiate coach steps without the aid of the coach driver or other non-related passengers. No passenger will be permitted to continue on the tour while their mental or physical condition is such as to render them incapable of meeting this essential requirement or otherwise caring for themselves. No refund will be available if you are not able to meet this essential requirement. If you have a pre-existing medical condition, we may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you will require special assistance from personnel which we cannot reasonably provide, then we may cancel your booking. Provided you notified us of your medical condition at the time you made your booking request, we will provide you with a refund of payments made. If you fail to notify us at that time or if you fail to provide a medical assessment within a reasonable time of our request, then this will be considered a cancellation by you. Some guided tours include rough terrain, extensive walking, uneven pavement, steps and/or locations which may not be easily accessible by wheelchair. During the tour, we may make arrangements with carriers, hotels and other independent suppliers to provide travel services. These parties are independent entities which we do not control. We cannot guarantee disability access or accommodation for passengers on our tours.

We do not provide personal devices (such as wheelchairs, hearing aids or prescription eyeglasses) or services of a personal nature (such as eating, toileting or dressing) on tours. A traveller who requires services of a personal nature (eating, toileting or dressing, for example) should strongly consider bringing a companion to provide such assistance. Motorised scooters are not permitted on tours. We do not employ medical personnel or provide medical personnel on tours. Any necessary medical attention must be sought at a local facility, if available, at your expense. We are not responsible or liable for losses or costs incurred due to unavailability of medical services, or medical services obtained while on holiday, or for the quality of the care or services received. Medical care in other countries is not always comparable to care that you may receive in your local area. You are encouraged to purchase medical insurance that will cover you while on holiday. Your regular health insurance benefits may not apply abroad.

## ***Vehicle Allocation***

OCT reserves the right to supply a coach suitable for the numbers of passengers on the tour. We endeavour to utilise our own vehicles and drivers at all times; however, in the event of circumstances beyond our control (including a shortage of available vehicles), we reserve the right to make alternative travel arrangements.

## ***Seat Reservation***

We do not guarantee seats or bookings unless full payment has been received. Seating on the coaches is not reserved. (Some exceptions are made at our discretion for medical conditions that require access to certain seats but are not guaranteed.)

## ***Pick Up Locations***

Home pick-ups and drop-offs may be available for individual or group travellers within a certain area on the North Shore / Northern Beaches of Sydney, subject to availability and our approval. Please check at the time of booking. Groups may be provided with up to two pick-up and drop-off locations. We will use reasonable endeavours to notify those to whom pick-up is available of the pick-up times and locations 7 days prior to departure. All passengers are required to be ready and waiting at requested locations 5 minutes prior to the advised time.

## ***Deposits and Final Payments***

A booking deposit is due and payable upon booking in order to confirm your seat on the tour. Final payment is due at least 6 weeks prior to departure unless otherwise stated. It is the sole responsibility of passengers to pay the tour price by the due date. A booking made less than 6 weeks from the date of departure requires payment in full on booking. Final payment on overseas tours is due 2 months prior to departure, unless otherwise stated. If you fail to pay the amount when due, we reserve the right to cancel your booking at any time at our discretion. We will not be responsible or liable for lost or cancelled reservations. Passengers may pay for their tours over the phone using a credit card, mailing in a cheque, direct bank transfer or dropping into the office to pay in cash, credit card or by cheque. Mastercard and Visa are accepted forms of payment but will incur a card fee of 1.6% of the payment amount. We do not accept Amex or Diners. Cheques should be made payable to On Course Travel Pty Ltd.

## ***Cancellation by You***

Cancellations must be made in writing to us and are subject to cancellation charges. The cancellation request takes effect on the date notice is received by us (during office hours, excluding weekends and public holidays). The cancellation charges apply to each individual person on the cancelled booking. The cancellation charges are as follows:

| <b>COACH TOURS ONLY (NO FLIGHTS)</b>                |                        |                        | <b>TOURS INCLUDING FLIGHTS</b>                      |  |
|---|------------------------|------------------------|---|--|
| <b>Days' Notice of Cancellation (prior to tour)</b> | <b>of Cancellation</b> | <b>per person</b>      | <b>Days' Notice of Cancellation (prior to tour)</b> | <b>Cancellation charge per person</b>                    |
| 81+ or more   |                        | Nil                    | 45 or more  | \$100.00 plus any airfare/ticket purchased               |
| 45 to 80 (inclusive)                                |                        | \$100.00               |   |  |
| 31 to 45 (inclusive)                                |                        | 25% of total tour cost | 31 to 45 (inclusive)                                | 50% of total tour cost plus any airfare/ticket purchased |
| 15 to 30 (inclusive)                                |                        | 50% of total tour cost | 30 or less  | No refund  |
| Less than 15  |                        | No refund              |   |  |
| Any 'no show'                                       |                        | No refund              | Any 'no show'                                       | No refund  |

If airline, cruise, rail or other third-party travel tickets have been issued, the rules of the fare will determine cancellation and/or amendment charges. It is often the case that air, cruise, rail and other third-party tickets are non-refundable. You agree that, if you have made any such bookings, in addition to the cancellation charges specified above, you agree to forfeit the costs of airline, cruise, rail or other third-party travel tickets that you have booked.

Following the commencement of your tour, no refunds will be made for any services which you choose not to use or which you cannot use for any reason other than a reason within our control. Cancellation charges and fees cannot be waived. There can be no exceptions. Please note that employees of any overseas or domestic company or staff of OCT are not authorised to give any guarantees or agreements to customers in respect of refunds or any other matters. Please note certain bookings and certain tours may have differing or additional cancellation fees and these will be communicated in writing at time of booking.

### ***Illness***

If due to any illness, suspected illness or failure to satisfy any required tests (such as a PCR or rapid antigen test in relation to Covid-19 or vaccination requirements):

- an airline or other travel carrier refuses you carriage;
- we are not able to provide you carriage;
- a hotel or vessel refuses to accommodate you; or
- we or our suppliers exclude you from the tour (at our discretion, acting reasonably) and you are consequently prevented from commencing or continuing your tour, then:
  - if you have already commenced your tour, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the tour. This will be at your cost; and
  - if you have not commenced your tour, then we regret we will not be in a position to provide such assistance.

We will not be liable to refund the cost of your tour (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your tour and servicing your booking. We will not be responsible or liable for any loss or other costs you incur in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your tour in these circumstances. Early return expenses are the passenger's responsibility. There is no refund for absence or early departure from a trip, including (but not limited to) missed hotels, transfers, meals or sightseeing cruises or optional extensions. We strongly recommend you purchase travel insurance which covers such circumstances.

### ***Covid-19 Requirements***

You acknowledge that you may be required to comply with COVID-19 requirements enforced by our suppliers, government officials or any other service provider. We make no warranties or guarantees (whether express or implied) with respect to the COVID-19 requirements of third parties and any non-compliance by you of our COVID-19 requirements or the COVID-19 requirements of third parties may result in termination of your travel arrangements by us or any other third party (with no refund or credit voucher being issued to you).

### ***Cancellation by Us***

In these Conditions, the term "Force Majeure" means an event or events beyond our control and which we could not have reasonably prevented, and includes (but is not limited to): (a) natural disasters (including but not limited to flooding, fire, earthquake, landslide, volcanic eruption), adverse weather conditions (including hurricane or cyclone), high or low water levels; (b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; (c) epidemic or pandemic; or (d) any new or change in law, order, decree, rule or regulation of any government authority (including travel advisories and restrictions).

**Force Majeure - Prior to travel:** If in our reasonable opinion we (either directly or through our employees, contractors, suppliers or agents) consider that your travel arrangements cannot safely or lawfully proceed due to a Force Majeure Event then we at our discretion may elect to:

- reschedule your travel arrangements (in whole or in part); and/or
- cancel your travel arrangements (in whole or in part), in which case our contract with you will terminate (in whole or in part).

If we cancel any of your travel arrangements, neither of us will have any claim for damages against the other for the cancelled arrangements. However, we will refund payments attributable to the cancelled travel arrangements less: (a) unrecoverable third-party costs and other expenses incurred by us for the cancelled travel arrangements; (b) overhead charges incurred by us relative to the price of the cancelled travel arrangements; and (c) fair compensation for work undertaken by us in relation to the cancelled travel arrangements until the time of cancellation and in connection with the processing of any refund.

**Force Majeure - During travel:** If due to Force Majeure we cancel travel arrangements after your tour has commenced, we will provide you with a refund of recoverable third-party costs for cancelled travel arrangements only.

**Force Majeure - General:** If we provide you with any alternative services or assistance where travel arrangements are cancelled or rescheduled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

You acknowledge that the terms in this section are reasonably necessary to protect our legitimate business interests. We strongly recommend you to purchase travel insurance that adequately responds to cancellation and rescheduling risks associated with Force Majeure events.

**Other cancellations Minimum Numbers:** Each booking and each tour is conditional on OCT securing the minimum number of passengers to operate the relevant tours. Where the minimum number of passengers is not achieved for any reason, OCT reserves the right to cancel a scheduled tour at its sole discretion. In certain cases the tour may be offered at a later date.

If we cancel your travel arrangements for reasons other than Force Majeure, you will be offered (at your election) a refund of all funds paid, or the offer of a tour of substantially equal quality if appropriate. We will not be responsible or liable to you for any other expenses or loss you incur if your travel arrangements are rescheduled or cancelled whether or not due to Force Majeure.

If we cancel your travel arrangements, neither party will have any claim for damages against the other. However, we will refund payments made by you less unrecoverable third-party costs and less fair compensation for work undertaken by us up until the time of termination and in connection with the processing of any refund.

### ***Refusal of Carriage***

OCT reserves the right to remove passengers from our tours for reasons that impact on the enjoyment or safety of other tour members, such as (but not limited to), the physical, medical or mental inability of passengers to undertake the arrangements of the tour; unsocial or unruly behaviour; the possession, carriage or use of dangerous items; breaking the law of the place in which you are travelling; causing damage to property; any behaviour or conduct which brings OCT into disrepute or damages our goodwill or reputation; failure to comply with reasonable instructions of staff employed by OCT or its suppliers; or the carriage of prohibited substances and materials. Anyone so excluded will be required to disembark the tour at a safe public location and arrange their own transportation at their cost. In these circumstances, you will not be entitled to any refund for unused services and you will be responsible and liable for any additional costs you incur.

When you make a booking, you accept responsibility and liability for the proper conduct of all members of your party during your travels with us. We reserve the

right at any time and at our discretion to terminate the travel arrangements and/or cease to deal with any party member(s) whose behaviour, in the reasonable opinion of us or our suppliers, may cause danger, upset, disruption or distress to anyone else or damage to property. Full cancellation charges will apply and no refund will be made. We will have no obligation to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) passengers may incur as a result of the travel arrangements being terminated.

### ***Travel Insurance***

OCT strongly recommend that passengers take out travel insurance to cover you against unforeseen circumstances that may arise including (but not limited to) cancellation fees, loss of luggage, pandemics, natural events and disasters, early return following death of a relative as defined in the respective proposal forms – not including pre existing conditions. The choice of insurer is yours. We strongly recommend you purchase travel insurance at the time you make your booking.

### ***Travel Documents***

A passport with a minimum of six months validity and at least 2 blank pages upon return to Australia is required for customers travelling to overseas countries on our tour. You acknowledge that for all international tours and bookings, you are required to comply with the travel and border requirements enforced by the governmental authority of the foreign country you are travelling to, as well as the conditions of entry upon return to Australia. It is your responsibility to check the border requirements associated with your booking and tour (including bringing along all prerequisite documents and certificates with you). We will not be responsible or liable for any refusal of entry into a country (including any costs associated with alternative travel or accommodation arrangements).

### ***Seat Rotation & Seatbelts***

Seat rotation is our normal practice on a daily basis to provide everyone with an equal opportunity in each seat. Please notify the office if you suffer from any disability such as travel sickness or any other medical conditions. (Front seat is not guaranteed but we will endeavour to seat you in the front half of the coach if possible.)

Please note that seatbelts are compulsory by law in Australia. Where you are a passenger on a coach seat fitted with a safety belt, we will not be responsible or liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident if the safety belt is not being properly worn at the time of such an accident or incident. This exclusion and limitation of liability must not be used to imply that we or our agents or affiliated entities are responsible or liable in other circumstances.

Outside of Australia, seatbelts may not be compulsory. For this reason, local operators for tours outside Australia may or may not have seatbelts in vehicles or they may be hidden underneath protective seat covers. It is recommended that where seatbelts are available on our tours customers must use them and remain seated at all times while the vehicle is moving. Customers warrant that they must not make any claim howsoever arising from injury or damage in respect of, arising from or contributed to by the absence of seatbelts and hereby release OCT from all such claims.

### ***Accommodation & Meals***

All prices listed are based on Double / Twin Share. The accommodation is based on 3.5 to 4.5 star (unless otherwise stated) with evening meals and breakfasts included (unless otherwise stated). Single supplement may be available and will incur an additional cost. We give no guarantee that sufficient single rooms will be available on any given tour.

Accommodation descriptions featured on our website or in our materials are based on guides provided to us by suppliers. Any facilities described are subject to change at any time. We accept no responsibility or liability for the accuracy of accommodation descriptions. Maps and photographs are included for general information only and may not necessarily reflect actual routings, location or services. We reserve the right to substitute hotels and other forms of accommodation with properties of a comparable standard at any time at our discretion.

### ***Luggage***

Luggage restrictions vary depending on tour type and destination. As a general guideline, luggage should not exceed 20 kilograms per person. Your luggage must be a size that you can carry without difficulties. Drivers may help with luggage where possible. Please note that we are not responsible or liable for lost or stolen or damaged baggage or luggage or personal property.

### ***Independent Services***

We are not responsible or liable for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation made by a guide or local representative does not make us responsible or liable.

In relation to any independent shopping carried out by our customers, OCT does not ensure or guarantee the quality or value of any goods purchased or the suitability of any retail outlets visited and the security of using a credit card to purchase such goods. In all cases the purchasing of goods and the use of a credit card for those transactions is entirely at the customer's own risk and at all times the customer must use their own discretion. Leisure activities and services undertaken during free time is at the customer's own discretion and responsibility and liability.

### ***Promotional Policy***

On some tours we may take photos for promotional purposes. OCT reserves the right to utilise these photographs for promotional and business activities. Please advise us if you do not wish to be photographed or would not like the photo printed in our tour brochures or on our social media.

### ***Office Hours***

Our office at 11 Tepko Road, Terrey Hills NSW is open from 9.00am to 5.00pm, Monday to Friday. We are closed on weekends and public holidays in New South Wales. After hours you may leave a message which will be answered at our earliest convenience. For emergencies, you may contact the mobile numbers supplied on our after-hours service.

### ***Acceptance of Risk***

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. This could be as a result of the adventurous nature of your tour or the visiting of destinations which present geographical, political or cultural risks and dangers. Passenger participation in tours operated or offered by OCT may also incur certain risks and dangers including the hazards of travelling in remote areas, travel by coach, train, automobile, aircraft or other means of transportation, the forces of nature and accident or illness in remote regions without means of rapid evacuation or medical facilities. OCT will not be responsible or liable for the provision of medical care or the adequacy of any care that may be rendered. Passengers are encouraged to make their own enquiries regarding conditions and safety warnings in relation to the destination they are travelling to. You acknowledge that your choice to travel is made having considered and accepted all personal risks associated with your travel. To the fullest extent permitted by law, we disclaim any responsibility or liability for these risks.

### ***Limitations of our Liability***

**Services supplied by independent suppliers:** Where a third party over whom we have no direct control ("Independent Supplier") is the supplier of any travel or tour arrangements or services that form part of your tour, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reasonably reputable Independent Supplier (subject to availability) and arranging for them to provide those travel arrangements or services to you to the extent possible. Independent Suppliers

over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, accommodation providers, restaurants (or similar food or meal providers), independent transport companies and other service providers. We act as an intermediary only and you agree that you will be subject to the terms and conditions of the Independent Supplier in respect of your use of those services. Any disputes between you and the Independent Supplier are to be resolved between you and them. To the fullest extent permitted by law, we will not be responsible or liable to you for any loss, damage, expense, personal injury or delay attributable to the actions or omissions of an Independent Supplier.

**Services we directly supply:** To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care. We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or an intermediary for an Independent Supplier) if they were carrying out the travel arrangements or services we had asked them to do. We will not be responsible or liable for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure. While we will use reasonable endeavours within our control to meet scheduled arrival and departure times, we cannot guarantee this. We will not be responsible or liable for any loss or additional expenses you incur for any missed connections/services attributable to delays.

**General liability limitation:** Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties to the extent applicable, we exclude and disclaim all warranties, representations, conditions and guarantees, whether express or implied (by statute or otherwise), that relate to our products or services. To the fullest extent permitted by law, our maximum liability to you under these Conditions, in tort (including negligence), under statute or at law is limited to arranging for the travel arrangements to be re-supplied or payment of the cost of having the travel arrangements re-supplied. To the fullest extent permitted by law, we exclude any liability to you (or any other person) for any direct, special, indirect, consequential, incidental costs, losses, expenses or damages (including economic loss or punitive damages) incurred or suffered by you (or any other person) in any way which is connected to the tour or our services.

### ***Release***

In addition to all other releases contained in these Conditions, you agree, to the maximum extent permitted by applicable law:

- to waive any and all claims that you have or may have in the future against OCT and its officers, employees, contractors, agents and representatives (together, the "Released Persons") arising out of or in relation to any aspect of the tour, your participation on the tour or our services;
- to release, indemnify and hold harmless the Released Persons for any loss, damage, expense, mental or physical injury including death that you may suffer directly or indirectly as a result of the tour, your participation on the tour or our services, due to any cause whatsoever, including breach of contract or breach of any statutory or other duty of care on the part of the Released Persons (for clarity, in each case subject to limitations under applicable law); and
- to release, indemnify and hold harmless the Released Persons for any and all liability, damages, costs and expenses suffered by any other person as a result of the tour, your participation on the tour or your other acts or omission on or relating to the tour or our services.

### ***Complaint Procedure***

If you are not satisfied with any aspect of your tour, please inform the driver or tour guide who will endeavour to resolve the issue at the time. If this is not possible and you wish to lodge a complaint this must be done in writing to OCT at our office in Sydney within 30 days of the date of the completion of your tour. Relevant substantiating evidence must be attached to the written complaint.

### ***Travel Agent Responsibility***

For bookings through a travel agent, it is the travel agents' responsibility to ensure that all invoice and itinerary details and documentation issued by OCT are correct and that the customer is aware of amendment and cancellation conditions and other provisions of these Conditions. It is also the travel agent's responsibility to provide copies of valid passports at time of deposit where required. If the travel agent fails to satisfy these obligations, you must make any claims against the travel agent and you hereby release OCT from all such claims.

### ***Privacy***

We collect your personal information so that we can process your booking. We will also keep you up to date with other OCT offers and product information that may be of interest to you. You can opt out of receiving information at any time if you choose to do so. Any personal information you provide will be managed in accordance with our privacy policy, which can be viewed on our website.

### ***General***

- The contract formed by these Conditions is governed by the laws of the state of New South Wales and any legal action arising therefrom must be litigated only in the appropriate court in that state having jurisdiction in that claim.
- Each party must promptly do all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to these Conditions.
- If anything in these Conditions is unenforceable, illegal or void for any reason under applicable law then it is severed and the rest of the Conditions remain in force, unless the severance would change the underlying principal purpose or effect of the Conditions.
- We may vary any provision of these Conditions or our policies at any time by uploading the revised Conditions and/or policies on our website.
- These Conditions supersede all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.